



# SAMHSA-HRSA CENTER for INTEGRATED HEALTH SOLUTIONS

## The Keys to Maintaining and Supporting Effective Collaborations and Partnerships

## Today's Agenda

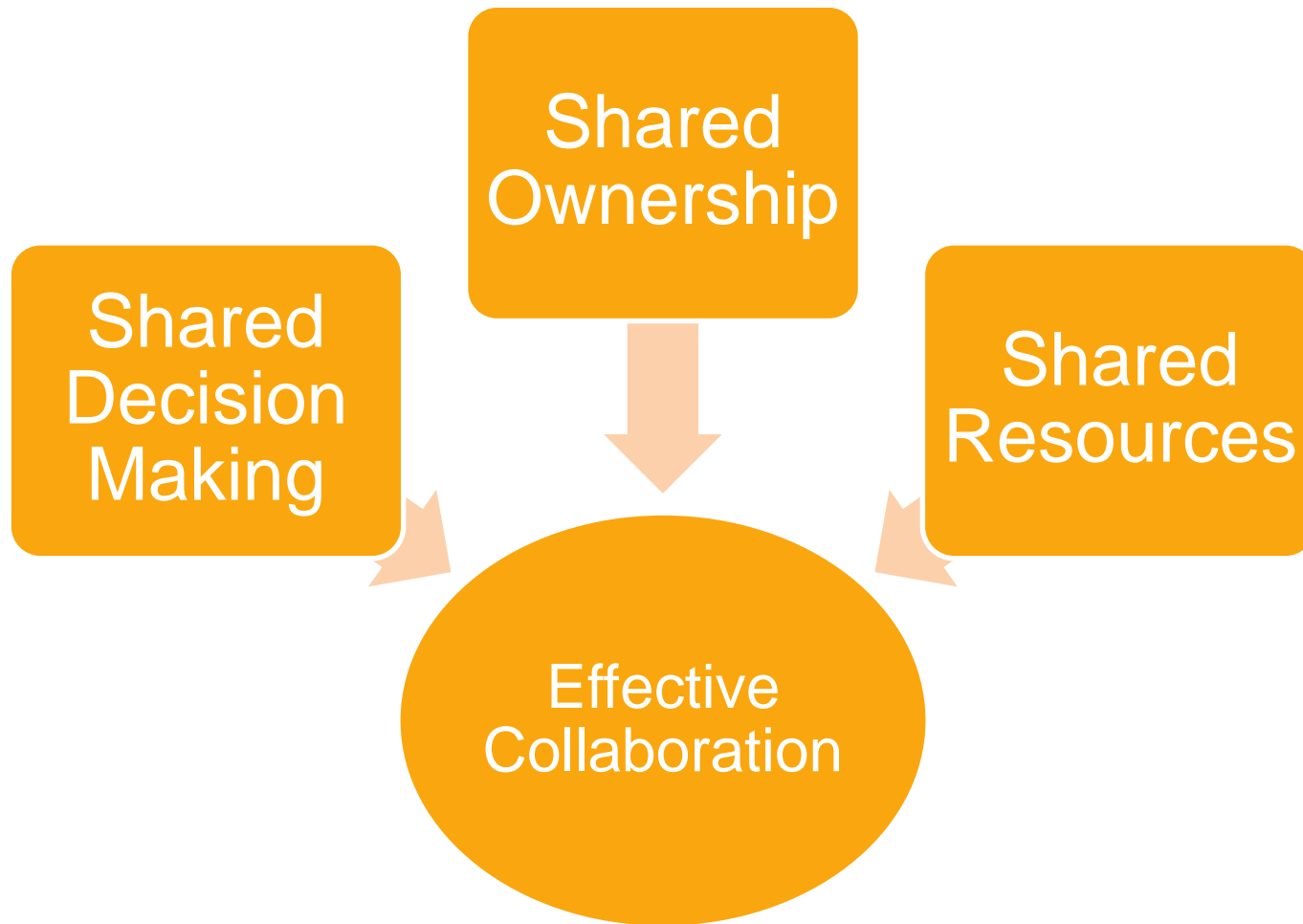


- List important criteria for potential partners and to nurture existing partnership
- Identify MOUs and others resources to support partnership agreements
- Discuss successes and challenges with participants

**What are your most pressing questions about collaborations and partnerships?**



# Collaboration



# Partnership Principles

## DO

- Ask about their needs first
- Give something
- Assist wherever you can
- Make it about the next 10
- Pursue common interest
- Reveal anything helpful
- Take one for the team

## DON'T

- Talk about your need first
- Expect to get something
- Limit assistance to a specific project
- Make it about this deal
- Push a specific position
- Withhold information
- Let them take their lumps

# Food for Thought

- Consider management styles of each organization - cultures will likely be different
- Become aware of the services configurations of each of the network partners
- Learn about the client base of each of the organizations in the network
- Identify expertise available in each network partner

# TRUST



# Contracts and MOUs

Contracts and MOU section of the CIHS [website](#)

[Enhancing the Continuum of Care](#): Integrating Behavioral Health and Primary Care through Affiliations with FQHCs

[The Do's and Don'ts of Contracting for Behavioral Health Services](#)



# Referral Arrangements

- Have the CMHC and FQHC evaluated whether the Referral Provider has sufficient personnel and facility space to see additional patients?
- Does the agreement describe the division of services between the Referring Entity and the Referral Provider (e.g., which entity will perform the initial screening, which entity will make initial appointments, etc.)?
- If the FQHC is the Referring Entity, does the agreement specify that the CMHC agrees to accept all patients referred to it by the FQHC, regardless of ability to pay, subject to capacity limitations?

# Co-location

- If the FQHC is co-locating to the SU site, is the SU site currently within the FQHC's approved scope of project?
- Liability: Does the agreement note that the Referral Provider will be solely liable for services provided by it and its employees/contractors and the Referring Entity will not be liable for any damages arising from any acts or omissions in connection with the services provided under the referral arrangement by the Referral Provider?
- Is the compensation commercially reasonable, consistent with fair market value, or does it otherwise comply with appropriate federal and state anti-kickback safe harbors?

# **Confidentiality Biggest Hurdle: 42 CFR Part 2 Consent Management “To Whom”**

- **Awareness of What is Possible Today**
- **Planning for What Will be Possible in the Future**
- **Recognize we are in a Transition Period**



# Questions? What Resonates?

